

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JOHN BOSHEARS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

PEOPLECONNECT, INC., a Delaware
Corporation,

Defendant.

Case No. 2:21-cv-01222-MJP

DECLARATION OF TARA MCGUANE IN
SUPPORT OF DEFENDANT'S MOTION TO
DISMISS

I, Tara McGuane, hereby declare:

1. I am the Associate Director of Compliance and IP at PeopleConnect, Inc. ("PeopleConnect"). I have been in that role since November 2020. In that role, I am responsible for drafting and enforcing the Terms of Service ("TOS") and am familiar with how the TOS are displayed on Classmates.com. I am also familiar with the flow of the Classmates.com website and its search capabilities. I previously held the position of Senior IP & Marketing Compliance Manager. I have worked at PeopleConnect since 2002.

2. PeopleConnect owns and operates Classmates.com.

3. Classmates.com provides the general public access to an online database of alumni and yearbook information.

1 4. Classmates.com's free yearbook search function operates like many internet search
2 engines. A user inputs search criteria and the website then displays results, in the form of yearbook
3 excerpts, based on the search criteria that the user entered. Users of Classmates.com can also
4 navigate through the yearbooks and see individual pages that may include a person's name or
5 photograph, though the ability to do so is more limited for unregistered users. Yearbook excerpts
6 are only displayed on Classmates.com in response to user generated inputs (*i.e.*, in response to a
7 user conducting a particular search by inputting search criteria into a free form search bar or a user
8 selecting a specific yearbook once navigating through available funnels organized by state, city
9 and school).

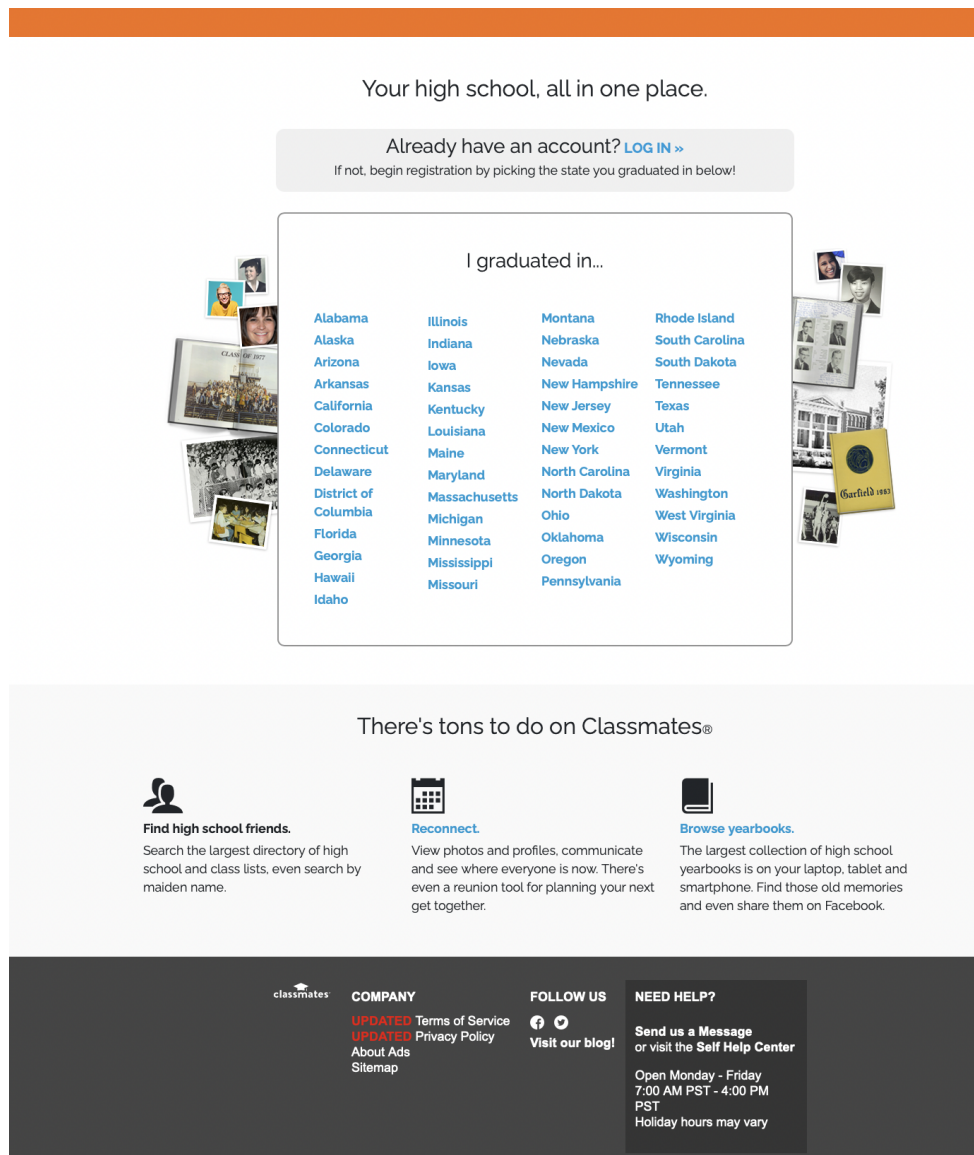
10 5. In the ordinary course of my responsibilities, which include testing software
11 updates on our website, I regularly conduct yearbook searches on Classmates.com, proceeding
12 through the series of webpages involved in a yearbook search in the same manner that a
13 Classmates.com user would. I use Classmates Test Accounts for this purpose, which are staff-
14 created accounts that correspond to fictitious schools. I also have a registered free account and
15 registered paid account under my name that I use for testing purposes.

16 6. Screenshots from yearbook searches I conducted as an unregistered user and using
17 the Classmates Test Accounts and my registered accounts on Classmates.com are attached hereto
18 as Exhibit 1. These screenshots are a true, accurate, and complete representation of the depicted
19 flows from the Classmates.com website. Pages 1–13 of Exhibit 1 reflect the series of webpages
20 through which a user progresses when conducting a free yearbook search, including the pages that
21 a user progresses through if they choose to register for a free account and separately upgrade to a
22 paid membership (pp. 9–13). Pages 13–25 of Exhibit 1 reflect webpages that a registered user
23 would see if they use Classmates.com after logging into their member account, including the pages
24 they would see and navigate through to purchase a yearbook reprint (pp. 15–17). Pages 19–24 of
25 Exhibit 1 reflect the series of webpages a registered user would navigate through to search for a
26 specific person in a yearbook, including the enlarged version of a photograph that would appear if
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1 a user clicked on the thumbnail version of that photograph in the yearbook (p. 24). Pages 25–41
2 of Exhibit 1 reflect the series of webpages an unregistered user would navigate through to locate
3 and access a specific yearbook.
4

5
6 7. Classmates.com is governed by the TOS published on Classmates.com. A true and
7 correct copy of the TOS is attached hereto as Exhibit 2.
8

9
10 8. The TOS is accessible to each user of Classmates.com via a hyperlink in the
11 website’s persistent footer and on the non-registered user homepage as shown in the image below.
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9. When a user of Classmates.com registers for a free account, he or she sees the following screen, which includes the following text: “By clicking Submit, you agree to the Classmates Terms of Service and Privacy Policy.” The phrase “Terms of Service” is hyperlinked to a copy of the current TOS.

10. The TOS states:

By accessing and using the Websites and Services you are agreeing to the following Terms of Service. We encourage you to review these Terms of Service, along with the Privacy Policy, which is incorporated herein by reference, as they form a binding agreement between us and you. If you object to anything in the Terms of Service or the Privacy Policy, do not use the Websites and Services. Additionally, if you access and use the Websites and Services on behalf of or for the benefit of another, you are also agreeing to these Terms of Service on their behalf, and further affirm that you have the authority to so agree. Any reference to "you" or "your" shall also include any such person(s)

USE OF THE WEBSITES AND/OR SERVICES REQUIRE YOU TO ARBITRATE ALL DISPUTES ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 12 BELOW).

(Ex. 1, Acceptance of Terms.)

11. The TOS includes the following arbitration provision:

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU AND THE PEOPLECONNECT ENTITIES EACH AGREE THAT ANY AND ALL DISPUTES (AS THAT TERM IS DEFINED BELOW) THAT HAVE ARISEN OR MAY ARISE BETWEEN YOU AND THE PEOPLECONNECT ENTITIES SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT INDIVIDUAL CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.

You and PeopleConnect and/or its parent companies, subsidiaries, affiliates, predecessors in interest, successors, or assigns and/or any and all of their respective

1 directors, officers, employees and contractors (each a “PeopleConnect Entity” and,
 2 together, the “PeopleConnect Entities”) agree to arbitrate any and all disputes and
 3 claims between them (“Dispute(s)”), except as otherwise specifically provided
 4 below. Arbitration is more informal than a lawsuit in court. Arbitration uses a
 5 neutral arbitrator instead of a judge or jury, allows for more limited discovery than
 6 in court, and is subject to very limited review by courts. Arbitrators can award the
 7 same damages and relief that a court can award.

8 This agreement to arbitrate is intended to be broadly interpreted. It includes, but is
 9 not limited to: (1) Disputes related in any way to the Website, Services, billing,
 10 privacy, the information and materials published by the PeopleConnect Entities on
 11 or through the Websites, advertising or our communications with you; (2) Disputes
 12 arising out of or relating to any aspect of the relationship between us, whether based
 13 in contract, tort, statute, fraud, misrepresentation or any other legal theory; (3)
 14 Disputes that arose before your agreement to these Terms of Service or any prior
 15 agreement; (4) Disputes that are currently the subject of purported class action
 16 litigation in which you are not a member of a certified class; and (5) Disputes that
 17 may arise after the termination of your use of the Services.

18
 19 (*Id.* at Section 12.)

20
 21 12. Any arbitrations are governed by the following rules:

22
 23 **Rules.** The arbitration will be governed by the Consumer Arbitration Rules of the
 24 American Arbitration Association (“AAA”), if applicable, as modified by this
 25 section. The AAA’s rules and a form for initiating the proceeding are available at
 26 www.adr.org or by calling the AAA at 800.778.7879 . The arbitration will be
 27 presided over by a single arbitrator selected in accordance with the AAA rules.

28
 29 (*Id.* at Section 12(B)(1).)

30
 31 13. The TOS includes the following requirement for those who register for the
 32 “Services”:

33
 34 For your part, you agree that all information that you provide to us or post on the
 35 Services is complete, accurate and up to date. If any of your information changes,
 36 you agree to immediately update it. If you fail to update your information or if all
 37 or part of your information is (or appears to be) untrue, inaccurate, or incomplete,
 38 we may suspend or terminate your account and refuse any and all current or future
 39 use of the Services, without refund to you of any fees paid.

40
 41
 42 (*Id.* at Section 1(B).)

43
 44 14. The TOS also includes the following Classmates Community Standards:

- Do not create a false identity, impersonate any person or entity, or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- Do not register more than one personal membership or register on behalf of another person

(*Id.* at Section 3(A).)

15. I have reviewed and am familiar with PeopleConnect's business records related to Mr. Benjamin Ross Osborn's use of Classmates.com. PeopleConnect maintains those records in the ordinary course of its business.

16. On August 25, 2019, Mr. Osborn created a free Classmates.com account under the username Benjamin Osborn. His account was associated with the email address osbornb1@gmail.com.

17. Mr. Osborn could not have created a free account without first agreeing to the Classmates.com TOS.

18. The TOS include an arbitration opt-out provision that allows a user to opt-out and not be bound to the TOS arbitration provision by sending notice to PeopleConnect within thirty days of the user's "first use of the Services." (*See* TOS at 12(D).)

19. PeopleConnect is aware of at least five additional accounts created by Mr. Osborn. Because a user can use a false name to register for an account, it is possible that Mr. Osborn created more than these five accounts.

20. As demonstrated above, PeopleConnect's record of Mr. Osborn's "first use of the Services" was August 25, 2019.

21. PeopleConnect has no record of Mr. Osborn opting out of the arbitration provision within thirty days of August 25, 2019, when he first created an account and used the Services.

22. PeopleConnect's records show that Mr. Osborn used the account he created in August 2019 to search for the named plaintiffs in the *Callahan* matter in December 2020.

23. On December 6, 2020, Mr. Osborn created a second free Classmates.com account

1 under the username John Doe. His account was associated with the email address
2
3 ben@benosbornlaw.com.

4
5 24. On December 6, 2020, Mr. Osborn created a third free Classmates.com account
6 under the username John Smith. His account was associated with the email address
7
8 benjamin.r.osborn@gmail.com.

9
10 25. On April 16, 2021, Mr. Osborn created a fourth free Classmates.com account under
11 the username Ben Whipple. His account was associated with the email address
12
13 ben.whipple42@gmail.com.

14
15 26. On August 28, 2021, Mr. Osborn created a fifth free Classmates.com account under
16 the username John Smith. His account was associated with the email address
17
18 john_harold_smith@yahoo.com.

19
20 27. On October 28, 2021, Mr. Osborn created a sixth free Classmates.com account
21 under the username Benjamin Osborn. His account was associated with the email address
22
23 lobo_investigation1@yahoo.com.

24
25 28. I have reviewed the First Amended Complaint filed by Plaintiff in this matter. The
26 screenshots of the Classmates.com webpages reflected in paragraphs 28, 33, 34, and 35 of the First
27 Amended Complaint only could have been accessed after the user agreed to the Classmates.com
28 TOS.

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32 I declare under penalty of perjury under the laws of the United States that the foregoing is
33 true and correct and that I executed this declaration on December 20, 2021 in Seattle, Washington.

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Tara McGuane

EXHIBIT 1



Already have an account? [SIGN IN](#)

Where was your high school?

Select your state

Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Kentucky	New Jersey	Texas
Colorado	Louisiana	New Mexico	Utah
Connecticut	Maine	New York	Vermont
Delaware	Maryland	North Carolina	Virginia
District of Columbia	Massachusetts	North Dakota	Washington
Florida	Michigan	Ohio	West Virginia
Georgia	Minnesota	Oklahoma	Wisconsin
Hawaii	Mississippi	Oregon	Wyoming
Idaho	Missouri	Pennsylvania	

There's tons to do on Classmates®



Find high school friends

Search the largest directory of high school and class lists, even search by maiden name.



High school reunions

Plan your high school reunion, RSVP to attend, invite schoolmates and view the latest from your reunion.



High school yearbooks

The largest collection of high school yearbooks is on your laptop, tablet and smartphone. Find those old memories and even share them on Facebook.


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SIGN IN

Where did you go to school?

✓ Country
United States

✓ State
Washington

3 City
Select City

4 School
Select School

Select the first letter of the city you graduated in

ABCDEFGHIJKLMNOPQRSTUVWXYZ

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Sitemap

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SIGN IN

Where did you go to school?

✓ Country
United States

✓ State
Washington

3 City
Select City

4 School
Select School

Select the city you graduated in

ABCDEFGHIJKLMNOPQRSTUVWXYZ

RAINIER
RANDLE
RAYMOND
REARDAN
REDMOND
RENTON

REPUBLIC
RICHLAND
RICHMOND BEACH
RIDGEFIELD
RITZVILLE
RIVERSIDE

ROCHESTER
ROCKFORD
ROOSEVELT
ROSALIA
ROY
ROYAL CITY

RYDERWOOD

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SIGN IN

Where did you go to school?

✓ Country
United States

✓ State
Washington

✓ City
Renton

4 School
Select School

Select the first letter of the school attended

B C H L M N R S T

If you don't see your school listed, you can [search for it now](#).

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|

Instagram

|

Sitemap

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SIGN IN

Where did you go to school?

✓ Country
United States

✓ State
Washington

✓ City
Renton

4 School
Select School

Select your school

B C H L M N R S T

[Renton Alternative High School](#)
[Renton Christian School](#)
[Renton High School](#)

If you don't see your school listed, you can [search for it now](#).

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SIGN IN

Where did you go to school?

✓ Country
United States

✓ State
Washington

✓ City
Renton

4 School
Select School

Select your school

BCHLMNRST

Cedar River Montessori School

Classmates Test Ads1 School

Classmates Test Ads2 School

Classmates Test Ads3 School

Classmates Test High School

Classmates Test K-12 School

CM Testing Support School

If you don't see your school listed, you can [search for it now](#).

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Not the school you're looking for?

Classmates Test High School

Barren, Washington

Register for FREE to view the profiles of 4,843 other alumni

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

***Required**

By clicking Submit, you agree to the [Classmates Terms of Service](#) and [Privacy Policy](#). A password will be sent to a confirmation email to the email address you provide.

Yearbooks

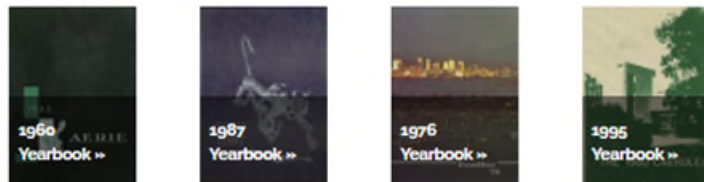
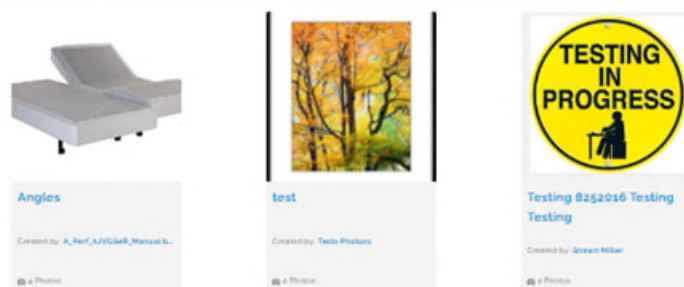
[View all 6 Classroom Test High School yearbooks »](#)

Photo Albums

[View all Clatsopalee West High School photo albums »](#)

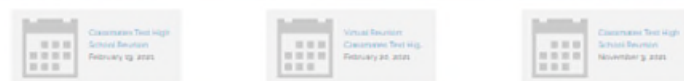


Recently Joined Members

[View all Glenview High School recently joined members »](#)



Reunions & Events

[View all Clearwater Test High School programs & events »](#)

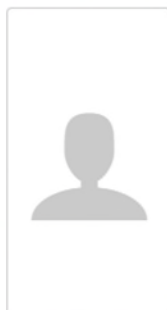
Ready to reconnect Register now to reconnect with all 4,841 Classmates Test High School alumni »


Alumni List

Last Name: AB A B C D E F G H I J K L M N O P Q R S T U V W X Y Z									
Burt Acker 1918-1918	Joan Ackerling 1918-1918	Ryan Beck 2000-2000	Bryan Cawston 1922-1928						
Nelson Ginter 1918-1922	Tim Dier 1922-1923	St. Elmer 2000-2004	Arnette Euryelover 2000-2002						
Edward Fawcett 1920-1920	Colton Fawcett 2000-2000	Conce Fawcett 1918-1922	Waring Fawcett 2000-2000						
Laura Gervacio 1920-1920	Ari 1918-1922	Alex 2000-2000	Tom Ivank 2000-2000						
Amanda Harbach 2000-2000	Amanda Harbach 2000-2000	Amanda Harbach 1922-1922	Amanda Harbach 1922-2000						
Amanda Harbach 1922-1922	Amanda Harbach 1922-1922	Amanda Harbach 1922-1922	Amanda Harbach 2000-2000						
Amanda Harbach 1922-2000	Amanda Harbach 2000-2000	Amanda Harbach 1922-2000	Amanda Harbach 2000-2000						
Amanda Harbach 2000-2000	Amanda Harbach 2000-2000	Amanda Harbach 2000-2000	Amanda Harbach 2000-2000						
Ben Inge 1922-2000	Archie Inge 2000-2000	Archie Inge 1922-2000	Walter Inge 1922-1922						
Nathan Inge 2000-2000	Thay Inge 1922-2000	Thay Inge 2000-2000	Thay Inge 1922-1922						
Thay Inge 1922-1922	Thay Inge 1922-1922	Thay Inge 2000-2000	Thay Inge 1922-2000						
Thay Inge 2000-2000	Thay Inge 2000-2000	James Johnson 1922-1922	James Johnson 1922-2000						
Walter Laidlaw 2000-2000	Walter Laidlaw 2000-2000	Walter Laidlaw 2000-2000	Walter Laidlaw 1922-1922						
John Oswald 1922-2000	John Oswald 1922-1922	John Oswald 2000-2000	G P 2000-2000						
G P 2000-2000	G P 1922-1922	G P 2000-2000	G P 2000-2000						
G P 2000-2000	G P 2000-2000	Sean Fawcett 1922-1922	Sean Fawcett 1922-1922						
Tim Fawcett 2000-2000	Tim Fawcett 2000-2000	Tim Fawcett 2000-2000	Tim Fawcett 2000-2000						
Tim Fawcett 2000-2000	Tim Fawcett 2000-2000	Tim Fawcett 2000-2000	Tim Fawcett 2000-2000						
Gary Pike 2000-2000	Gary Pike 2000-2000	J S 2000-2000	Paul Shawcross 2000-2000						
Paul Shawcross 2000-2000	Paul Shawcross 2000-2000	Paul Shawcross 2000-2000	Paul Shawcross 2000-2000						
Paul Shawcross 2000-2000	Paul Shawcross 2000-2000	Paul Shawcross 2000-2000	Paul Shawcross 2000-2000						
Paul Shawcross 2000-2000	Paul Shawcross 2000-2000	Paul Shawcross 2000-2000	Paul Shawcross 2000-2000						
Paul Shawcross 1922-1922	Paul Shawcross 2000-2000	John Snow 2000-2000	John Snow 1922-1922						
John Snow 2000-2000	Nick Snowcross 2000-2000	John Snow 2000-2000	John Snow 2000-2000						
Lillian Tiel 1922-1922	Paul Tiel 2000-2000	John Tiel 2000-2000	John Tiel 1922-1922						

[Register for Free to see all Chemistry Test High School questions](#)

Test Yahoo: CLASS OF 2003



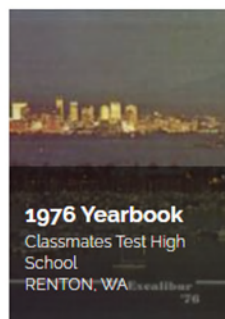
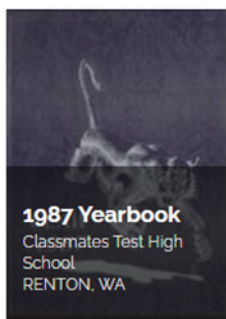
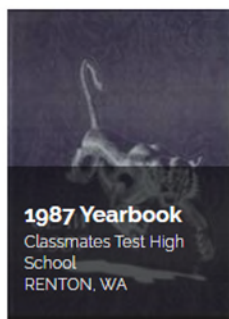
 **Classmates Test High School** Class of 2003
Renton, WA

Send Email

Remember

[Register for Free](#) to view all details!


Yearbooks



[Register for Free](#) to view all yearbooks!


Reunions



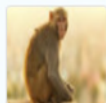
Test was invited to the
Classmates Test High School Reunion
 **156 invitees**

Aug 27, 2019



Test was invited to the
Classmates Test High School Reunion
 **171 invitees**

Aug 9, 2017



Test was invited to the
Classmates Test High School Reunion
 **974 invitees**

Feb 9, 2017

[Register for Free](#) to view all events!

Test Yahoo is on Classmates.

Register for free to join them.

Already registered? [Sign in](#)

***Required**

By clicking **Submit**, you agree to the Classmates [Terms of Service](#) and [Privacy Policy](#). A password will be sent in a confirmation email to the email address you provide.

SUBMIT »

classmates®

Menu

Classmates Test...

Tara

CLASSMATES® GUESTBOOK

Search People & Schools

Who do you remember?

kiran smk

Remember

John

Class of 1980

What's New

People

Stories

Locations

Class List

Reunions

Photos

ADVERTISEMENT

Earn up to \$400

58% Off

Get 3 months for only \$7.50

Enjoy extra savings!

Tara, aren't you curious to see who checked out your profile?

Yes! I want this offer >

No, I don't like saving money >

ADVERTISEMENT

Aetna Medicare Advantage has you covered.

View plans

aetna medicare solutions

We have the Classmates Test High School Sophomore year yearbook!

Take a look »

ADVERTISEMENT

Tara, you are due for an upgrade! Click here.

ADVERTISEMENT

classmates

Tara, Here is a \$9.00 credit

Special offer to upgrade to a 3 month CM+ membership

Class List

Students

Class of '80 89 Attended 85-89 593

Classes 1980 to 1980

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

89 people

View member locations »

A

Kart Admin

'80

Profile activity

request info

amazonfn amazonln

'80

request info

Humu Apuaa

'80

9

Menu
Classmates 1
Tara Buck
CLASSMATES GUESTBOOK
Search People and Schools

As a Classmates member, enjoy all these benefits

Hey, don't miss out!

In addition to all existing features, Classmates+ members will have access to:

- View all the visits to your Classmates profile
- See who remembers you & how they remember you
- Find all friends on Classmates location
- Read and reply to every message in your inbox
- Access to exclusive offers from trusted partners

UPGRADE NOW!

View your full class list
With over 70 million users, view everyone you went to school with.

Go to Class List

View profiles & photos
You can read the latest updates and see photos of your school mates.

View now

Search by maiden names
Find old friends using their given names, even those you didn't go to school with.

Search now

Browse online yearbooks
With over 400,000 yearbooks from schools across the country, view them online for free.

View yearbooks

Find out who visited you
You can check on # people you've been looking at your profile.

Unlock this feature

See who remembers you
View # schoolmates that remember you and what they remember you for.

Unlock this feature

Use Classmates Email
Send and receive private messages without disclosing personal details.

Unlock this feature

Save on yearbook prints
Automatically get 20% off on unlimited hardcover reprints, plus free shipping.

Unlock this saving

Access exclusive offers
Save money on services from trusted partners, including a free Identity Protection Service.

Unlock these offers

About Us / Careers / Help / About Ads / Media Inquiries / Terms of Service / Privacy Policy / Sitemap

Follow us:
Visit our blog!

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Upgrade Your Membership

Reunion Center


Member Benefits


Browse Yearbooks

View your Class List

Yearbook sale on now!

11


[No thanks. »](#)



Thanks, Tara!

Now that you have registered with us, make it easier to keep in touch with your Classmates Test K-12 School, Class of 1991 by upgrading to **Classmates+**.

1

Select your plan below:

3 MONTH PLAN

\$3.00/month

\$9.00 for 3 month term* Was \$18

★ LOWEST COMMITMENT!

1 YEAR PLAN

\$2.00/month

\$24.00 for 1 year term* Was \$48

2 YEAR PLAN

\$1.50/month

\$36.00 for 2 year term* Was \$72





★ BEST VALUE!

*billed in one easy payment.

2

Select your payment option:

☐


☐

PayPal


☐

pay with amazon


Benefits of a CM+ membership




See the people who remembered you!




See all visits to your Classmates® Guestbook.




Read and reply to all messages in your Classmates Inbox.




Save 20% on all hardcover Yearbook Reprints.




Find old friends on Classmates® Locations!


[No thanks. Take me back »](#)

Tara, special introductory offer!





See **all 10 people** who remembered you!

1 Select your plan below:

3 MONTH PLAN

\$3.00/month

\$9.00 for 3 month term* **Was \$18**

★ *LOWEST COMMITMENT!*

1 YEAR PLAN

\$2.00/month

\$24.00 for 1 year term* **Was \$48**

2 YEAR PLAN



\$1.50/month


\$36.00 for 2 year term* **Was \$72**

★ *BEST VALUE!*

*billed in one easy payment.

2 Select your payment option:


 [Click to edit](#)



Save time. Check out securely. Pay without sharing your financial information.
 Pay with PayPal by clicking "Complete my purchase" below to complete your Classmates order. You can pay with an existing PayPal account or quickly open a free PayPal account to use if you don't already have one.

3 Complete your purchase:

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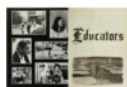
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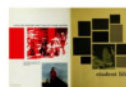
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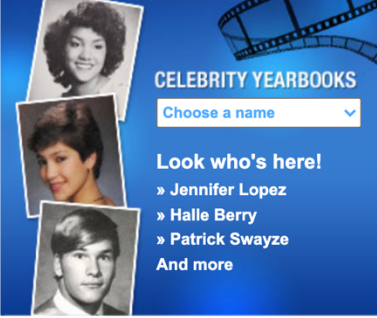
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1992 Yearbook: page 26
Wood River High School | Hailey, ID
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2001 Yearbook: page 19
Ft. Benton High School | Ft. Benton, MT
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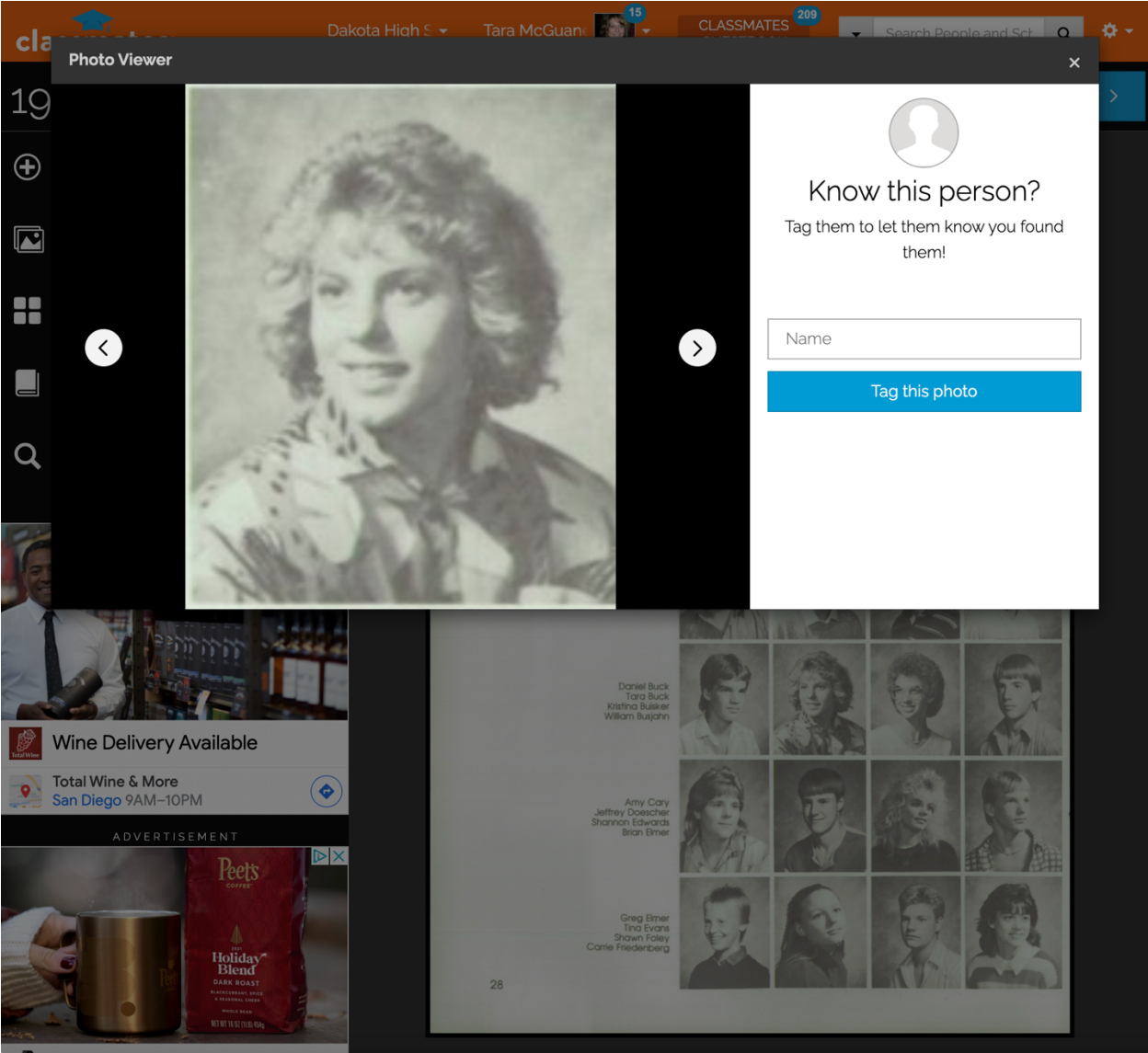
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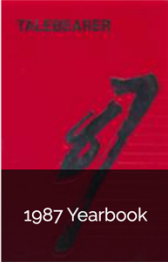
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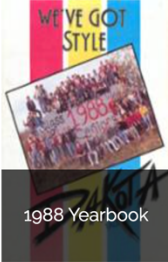
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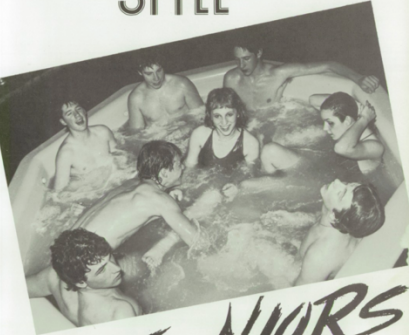
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Dedicated To
Shaney Banks
1970-1988

In your eyes
In my eyes it might well be her
time to join you.
In my eyes she deserves to live.
In your eyes she's special and is
needed in your kingdom.
In my eyes she's so very special
and is needed on Earth.
In your eyes she's succeeded and
fulfilled a heavenly purpose.
In my eyes she's given everyone so
much and has so much more to give.
In my eyes she's something special,
something precious enough to join you at your
side.
In my eyes she's special and giving
of her friendship and love.
In your eyes you need her in heaven, but
In our eyes we love her very much and
need her in our lives.

4 Seniors

Motto: There comes a time in our lives when we must
take flight and try our own wings
Song: Just for a Moment
Flower: White Rose

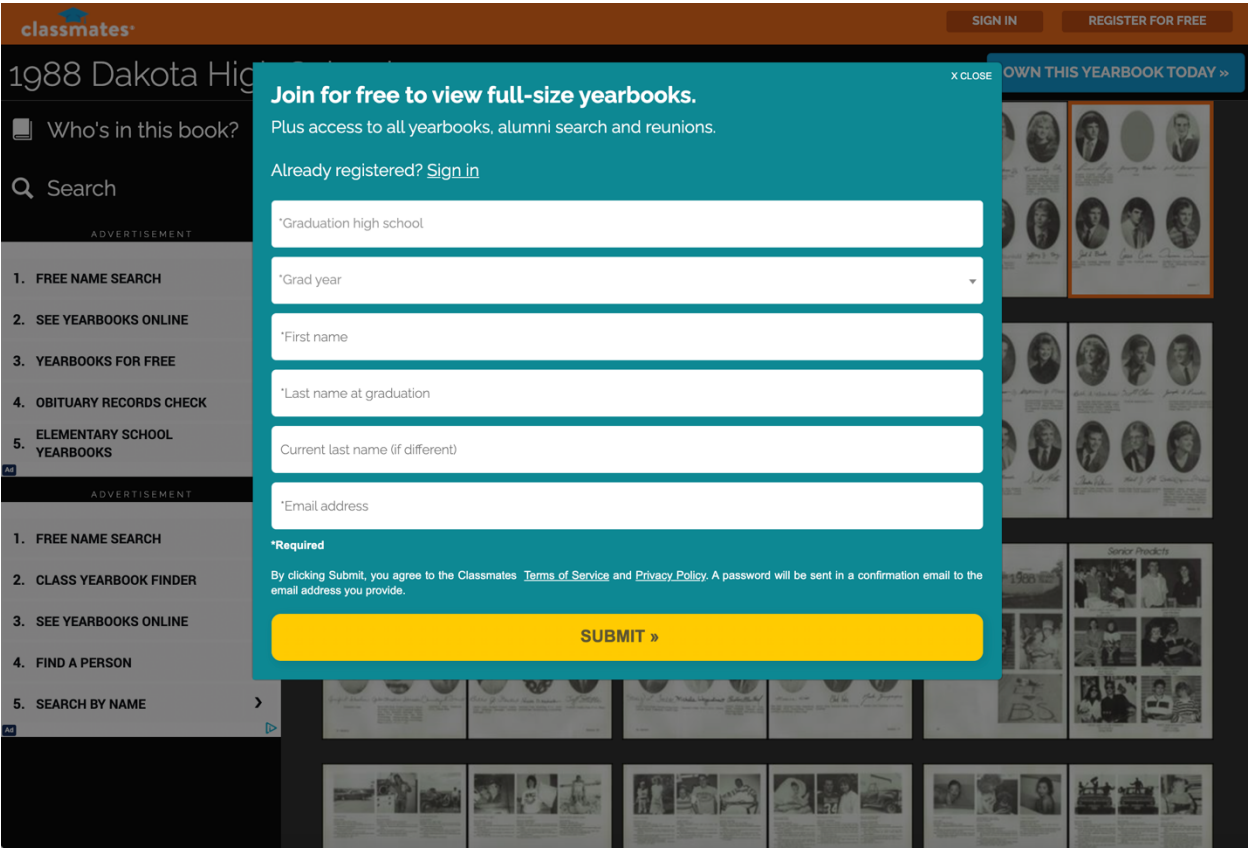
Freshmen: This was a year of big changes. We were finally in high school. We started choosing our own classes and planning our futures. We placed felt in hall and gym decorations. We lost Luke Rottenberger, Mike Shear, and Scott Schneider, but we welcomed Rod Lipman, Kelly Denton, and Susan Smith.

Sophomores: The year of class rings and driver's licenses. Life was just looking up. We welcomed James Monroe, Shelly Rhodes, Robbie Rood, and Mary Wise. We said good-bye to Kelly Denton, Tina Garbow, Beth Ivey, and Robin Lincoln.

Juniors: We were finally apex predators. The big events this year were planning for Prom and taking the ACT test. What a combination! We welcomed Mike Jacobson, Robert Johnston, and Katie Ann Tennant. We said goodbye to Lisa Caron, Jenny Gerth, Doug Hessing, Jim Jessing, Susan Smith, and Lori Vase.

Seniors: Our last year at D.H.S. We lost Mary Wise, Alyn Davis, Jeremy Bode, and Katie Ann Tennant. Also Shaney Banks died January 18th, 1988 after a long battle with leukemia.

Seniors 5



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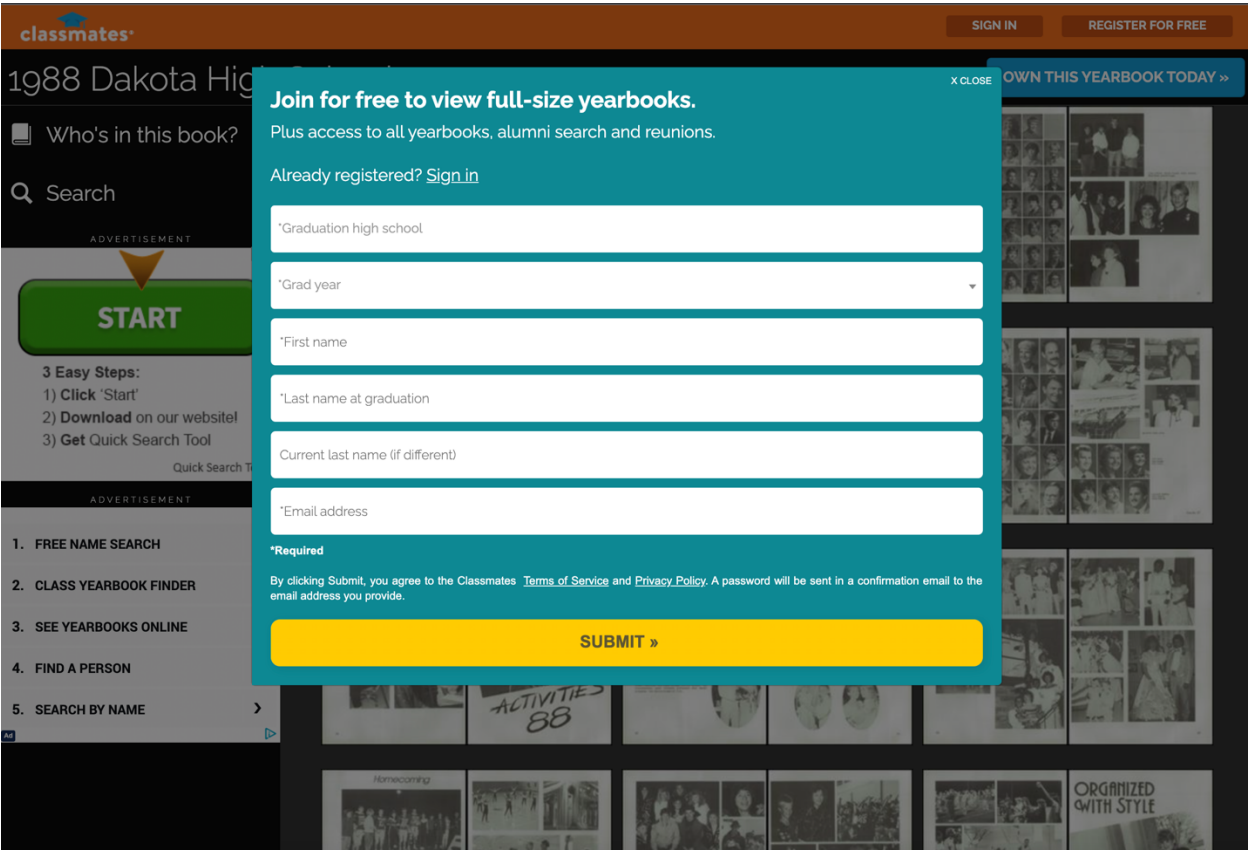


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Update Effective: November 9, 2021

INTRODUCTION

Welcome to Classmates, a division of PeopleConnect, Inc. ("PeopleConnect") Our website includes Classmates.com, as well as other websites owned and operated by us (collectively, the "Websites"), along with various applications and tools that we operate on third-party websites and devices, such as Facebook, smartphones or tablets (such services offered through the Websites, applications or tools collectively, the "Services").

ACCEPTANCE OF TERMS

By accessing and using the Websites and Services you are agreeing to the following Terms of Service. We encourage you to review these Terms of Service, along with the [Privacy Policy](#), which is incorporated herein by reference, as they form a binding agreement between us and you. If you object to anything in the Terms of Service or the [Privacy Policy](#), do not use the Websites and Services. Additionally, if you access and use the Websites and Services on behalf of or for the benefit of another, you are also agreeing to these Terms of Service on their behalf, and further affirm that you have the authority to so agree. Any reference to "you" or "your" shall also include any such person(s).

USE OF THE WEBSITES AND/OR SERVICES REQUIRE YOU TO ARBITRATE ALL DISPUTES ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 12 BELOW).

We may change these Terms of Service, in whole or in part, at any time. Posting of the updated Terms of Service on the Websites will constitute notice to you of any such changes, although we may choose other types of notice for certain changes. Changes will become effective upon notice. Your continued use of the Websites or Services following notice shall constitute your acceptance of all changes, and each use of the Websites or Services constitutes your reaffirmation of your acceptance of these Terms of Service. If you do not agree to the changes to these Terms of Service, your sole and exclusive remedy will be to terminate your account and cease use of the Websites or Services.

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1. BECOMING A MEMBER OF AND REGISTERING FOR THE SERVICES

A. Accessing the Services and Becoming a Member. THE SERVICES ARE INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS 18 YEARS OF AGE AND OLDER. BY ACCESSING AND USING THE SERVICES, YOU ARE CERTIFYING THAT YOU ARE AT LEAST 18 YEARS OLD. Our Services are primarily intended to be utilized by

residents of the United States and Canada and we may limit or restrict access to the Websites and Services based on your geographic location or ISP. While there are parts of the Services where access requires the payment of a fee ("Paid Services"), there is no cost to register to become a member of the Services. The specific Services available to you will vary depending upon (1) whether you register as a member, (2) the community affiliation(s) to which you have self-identified), and (3) whether or not you choose to purchase Paid Services.

B. Your Information. We will collect, store, compile and utilize information about you, your computer, smartphone or other device, and your use of the Services, including information that you provide in response to questionnaires, surveys and registration forms. Please review our [Privacy Policy](#) for more information about our privacy policies and practices. For your part, you agree that all information that you provide to us or post on the Services is complete, accurate and up to date. If any of your information changes, you agree to immediately update it. If you fail to update your information or if all or part of your information is (or appears to be) untrue, inaccurate, or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services, without refund to you of any fees paid. You agree that, in the event you conduct a search for yourself on the Websites, you authorize another person to conduct a search for you on the Websites, or another person conducts a search for you on the Websites on your behalf or for your benefit, you have expressly consented to the use and display of information about you (including, without limitation, your name, image, photo and other attributes of your identity) on the Websites for any and all commercial and non-commercial purposes. You also agree that, in the event another person authorizes you to conduct a search for them on the Websites, or you conduct a search on the Websites on behalf of or for the benefit of another person, you have expressly consented, on that other person's behalf, to the use and display of information about that person (including, without limitation, their name, image, photo and other attributes of their identity) on the Websites for any and all commercial and non-commercial purposes.

C. Your Password. During the registration process we may provide you with a unique registration number. We will also either ask you to create a password or assign you a random password, which you can change at any time by logging onto the "[Account](#)" portion of the Services. Alternatively, you may have the option of using your Facebook login credentials or similar login processes or co-registration forms from or on other third-party websites to create an account and authenticate your access to the website. Because any activities that occur under your account are your responsibility, it is important for you to keep your password secure. Notify us immediately if you believe that someone has used your account without your authorization.

D. Communications. From time to time we will send you communications, in keeping with our [Privacy Policy](#) and as otherwise permitted in these Terms of Service ("Communications"). Please note that any number of issues may interfere with your receipt of such Communications, including some types of Email Systems that may use filtering or blocking techniques that are intended to block email. We are not responsible for the actual delivery or your actual receipt of these Communications.

2. PAID SERVICES

Access to some of the Services requires the purchase of Paid Services. If you elect to purchase Paid Services, you agree to our storage of your payment information and understand that your Paid Services are personal to you, such that you may not transfer or make available your account name and password to others. Any distribution or sharing by you of your account name and password may result in cancellation of your Paid Services without refund and/or additional charges based on unauthorized use. We reserve the right, from time to time, to change the Paid Services, with or without prior notice to you.

A. Payment. Prices for all Paid Services are in U.S. dollars and exclude any and all applicable taxes, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. If you purchase Paid Services, you agree to pay, using a valid credit or debit card or other form of payment that we may accept from time to time ("Payment Method"), the applicable fees and taxes (if any) set forth in the offer that you accepted. We reserve the right, upon prior notice to you, to change the amount of any fees and to institute new fees, effective at the end of your current subscription period. All authorized charges will be billed to your designated Payment Method on the terms described in the specific offer. If payment cannot be charged to your Payment Method or your payment is returned to us for any

reason, we reserve the right to either suspend or terminate your access to the unpaid-for Paid Services. It is your responsibility to ensure that sufficient funds are available to cover the charges for the Paid Services, and we have no liability for any overdraft or other fees that you may incur as a result of our processing of your payment.

B. Automatic Renewal Program. Upon your acceptance of an offer for the purchase of any subscription-based Paid Services, you will be enrolled in our automatic renewal program to help ensure that there is no interruption in your access to such Paid Services. Under this program, you authorize us to automatically renew your subscription at the end of the term of the subscription you purchased, and each subsequent term, for the same term length of the subscription you initially purchased (unless otherwise stated in the offer you accepted). Unless you change your renewal status as described below, at the time of each such renewal you authorize us to charge your designated Payment Method at the then-current, non-promotional price (unless otherwise stated in the offer you accepted) for the renewal of your subscription. If you no longer want to be enrolled in our automatic renewal program, you can change your renewal status at any time by logging onto the [Account](#) portion of the Classmates.com Website, clicking on "Account & Billing" and changing your renewal option from "automatic" to "manual." Please note that completing these steps will only stop future automatic renewals of your current subscription and will not impact any automatic renewals that occurred prior to the date that you completed these steps.

C. Current Information. You must provide us with current, complete and accurate information for your Payment Method. You must promptly update all information to keep your Payment Method current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify us if your Payment Method is cancelled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made by accessing the Account portion of the Website or by contacting [Member Care](#). If you fail to provide us with any of the foregoing information, you agree that you are responsible for fees accrued under your Payment Method. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as allowed or provided by your credit or debit card issuer.

D. No Refund Policy. All fees relating to Paid Services, including the initial fees and any subsequent automatic renewal fees (as described above), are non-refundable. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, we may in our discretion cancel your Paid Services immediately. If we successfully dispute the reversal, and the reversed funds are returned to us, you are not entitled to a refund or to have your Paid Services reinstated.

3. MEMBER CONDUCT – COMMUNITY GUIDELINES

A. Member Conduct - Community Guidelines. The Classmates Services contain areas that enable members to communicate and share information, including without limitation sending email through the Services, providing information on your profile pages, and posting information on message boards, forums and other areas where you may interact with other members (collectively, the "Communication Tools"). When you use the Communication Tools, you may have the opportunity to disclose, post, upload, or otherwise publicly display, or to share directly with other members, information and other content, including without limitation biographical information, photographs, stories and comments (collectively, "Content"). While we may provide you with these Communications Tools, we also wish to remind you that you should choose carefully what information you post via the Services and share with other members.

You are required to use the Communication Tools responsibly, just as you would act responsibly when communicating or interacting with others in your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post on or send through the Classmates Services. We have established some "Community Standards" that outline your responsibilities when using the Communication Tools.

The following Classmates Community Standards apply to and govern your use of the Communication Tools:

- Do not create a false identity, impersonate any person or entity, or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- Do not register more than one personal membership or register on behalf of another person
- Do not post telephone numbers, street addresses or email addresses in Content that is publicly accessible on the Services, with the exception of the location of a reunion or other appropriate event
- Do not engage in behavior meant to threaten, harass, intimidate or bully others or which constitutes

predatory or stalking conduct

- Do not use the Services as a venue to air personal disputes with other individuals
- Do not provide any Content that is illegal, obscene, pornographic or sexually explicit, depicts graphic or gratuitous violence or illegal drug paraphernalia, or is derogatory, demeaning, malicious, defamatory, abusive, hateful, racially or ethnically offensive, or otherwise determined to be objectionable
- Do not provide any Content that encourages a criminal offense or infringes, misappropriates, or otherwise violates the intellectual property rights or other rights of any third party
- Do not post web addresses that link to pornographic or inappropriate content, websites that promote your or someone else's commercial gain, websites that provide services similar to those offered by us, or any other content that violates these Community Standards
- Do not provide or post private communications from us or any other party without such party's permission
- Do not copy or re-post content provided by others or otherwise use information or content you obtained on the Services in any manner not authorized by us or the contributor
- Do not participate in any unauthorized or unsolicited promotions, advertising, junk mail, spam, or any other form of solicitation, or otherwise use the Services for any commercial purpose
- Do not violate any applicable local, state, national and international law or regulation
- Do not interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment
- Do not try to gain unauthorized access to the Services, other members' accounts, or computers connected to the Services
- Do not collect users' content or information, or otherwise access the Services, using automated means, such as scripts, bots, robots, spiders or scrapers
- Do not do anything that could damage, disable, overburden or impair the proper working or appearance of the Services, such as a denial of service attack or interference with page rendering or other functionality

B. Member Conduct - Monitoring and Enforcement. We do not actively monitor the Communication Tools or the Content that is provided through such Communication Tools, nor are we obligated to do so. Accordingly, we do not guarantee the accuracy, integrity or quality of the Content. Because individuals sometimes choose not to comply with our policies and practices, you may be exposed to Content that you find offensive or otherwise objectionable. We encourage you to use the tools available on the Classmates Services to report any Content or conduct that you think may violate the Community Standards. We may investigate the complaints that come to our attention but are not obligated to do so. If we choose to investigate, we will take any action that we believe is appropriate in our sole discretion, such as issuing warnings, removing the Content, or suspending or terminating accounts. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable. Please remember that you can always choose to refrain from using any part of the Services that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including any errors or omissions in any Content or any loss or damage of any kind incurred as a result of the use of, access to or denial of access to any Content. In addition, we are not responsible for the conduct, whether online or offline, of any user of the Website or member of these Services.

C. Submitting or Posting Content on Classmates. We do not claim ownership of any of the Content you submit or post through the Classmates Services or allow us to obtain from third parties to include in the Services. Instead, you hereby grant us a royalty-free, worldwide, transferable, sub-licensable, non-exclusive license to use, reproduce, publish, store, distribute, display, communicate, perform, transmit, create derivative works based upon, and promote such Content (in whole or in part) in any medium now known or hereafter devised. Please remember that you are ultimately responsible for all of your Content, and you therefore warrant and represent that you are entitled to grant the foregoing license and that the Content does not violate any third-party rights. No compensation will be paid for the use of your Content.

4. OUR PROPERTY RIGHTS

The Services, and all of the content, information and other material that they contain, other than the Content posted by our users, are owned by us, or our third party licensors, and are protected by intellectual property and other rights and laws throughout the world. Subject to your compliance with these Terms of Service, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicensable license for the period of your membership to access the Services and view any materials available on the Services for the sole purpose of using the Services. Aside from this limited license, nothing found on the Services maybe copied, reproduced,

republished, distributed, sold, licensed, transferred or modified without our express written permission. In addition, the trademarks, domain names, logos and service marks displayed on the Services are our property or the property of our licensors. This Agreement does not grant you any right or license with respect to any such trademarks, domain names, logos or service marks. If you are aware of Materials on the Services that infringes the copyright or other right of a third party, please contact us through the Copyright Infringement Policy process, which is described in Section 8 below.

5. AVAILABILITY OF SERVICES

We do not provide you with access to the Internet or the equipment necessary to access the Internet or the Services. You are responsible for the fees charged by others to obtain access to the Services and for obtaining the equipment necessary to access the Services. From time to time we may modify, suspend or discontinue any of the Services with or without notice to you. We shall not be liable to you for any such modification, suspension or discontinuance. We may establish certain policies and practices concerning use of the Services, such as the maximum number of email messages, message board postings or other Content that can be sent through the Services and the number of days that these items will be retained on our systems. We have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content, or search reports maintained or transmitted by or through the Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

6. LINKING TO OR FROM THE SERVICES

You cannot link to the Services without our prior written consent. While the Services may have links to the websites of third parties, we have no control over those websites. We are not responsible or liable for any content, advertising, products, services, information or other materials on or available from those websites. We are also not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services, information or other materials on those websites.

7. TERMINATION

You may terminate your account, for any or no reason, at any time by contacting [Member Care](#) through the Website (see Section 2 above for more information about termination of Paid Services). We may terminate your account, for any or no reason, at any time, with or without notice. In addition, if we determine, in our sole discretion, that you are not in compliance with the Terms of Service or Privacy Policy, we reserve the right to restrict, suspend or terminate your account. Upon any termination of your account, we may immediately deactivate or delete your account and all related information and/or bar any further access to your account, Content or information. If you have purchased Paid Services from us, any termination by you, or by us with cause, is subject to the no-refund policy described in Section 2(D) above.

8. COPYRIGHT INFRINGEMENT POLICY

In compliance with the Digital Millennium Copyright Act ("DMCA"), we have established the procedure outlined below to address alleged copyright infringement on the Services. If you believe that your work has been copied and has been posted on the Services in a way that constitutes copyright infringement, you may provide us with notice of your complaint by providing our Designated Copyright Agent with the following information in writing:

1. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit us to locate the material;
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To be effective, your notification must be in writing and include the above information. Our Designated Copyright Agent to receive your notification is:

Name of Agent:Intellectual Property Director

Address:1501 Fourth Avenue, Suite 400, Seattle, WA 98101

Telephone Number of Designated Agent: [\(206\) 301-5700](tel:(206)301-5700)

Facsimile Number of Designated Agent: [\(206\) 301-5795](tel:(206)301-5795)

Email Address Designated Agent:copyrightnotice@classmates.com

We, in our sole discretion, reserve the right to refuse additional Content from members who have posted allegedly infringing material, to delete the material, and/or to terminate such members' accounts.

After receiving a notification, we will process and investigate the notification and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth above), we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access to such material.

If you are subject to a notification, you may provide us with a counter notification by providing our Designated Copyright Agent the following information in writing:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

Upon receipt of a proper counter notification under the DMCA (as set forth above), we will promptly provide the person who provided the initial notification with a copy of the counter notification and inform that person that we will reinstate the removed material or cease disabling access to it in ten (10) business days. Additionally, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14) business days following receipt of the counter notice, unless our Designated Copyright Agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Services.

9. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT:

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE SERVICES ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND WE MAKE NO WARRANTY THAT THE INFORMATION ON THE SERVICES WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

10. LIMITATIONS OF LIABILITY

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR SOLE RISK. WE, OUR PARENTS, SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AGENTS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE SERVICES. IN ADDITION, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE TWELVE MONTHS PRIOR TO THE DATE ON WHICH YOUR CLAIM AROSE. THE FOREGOING LIMITATIONS OF LIABILITY ARE PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (INCLUDING WITHOUT LIMITATION WARRANTY, TORT, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), EVEN IF WE HAVE BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE AND EVEN IF THE AVAILABLE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY SUCH CASE, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. INDEMNIFICATION

You shall indemnify and hold harmless, and at our request, defend us, our parents, subsidiaries, and other affiliates, as well as their respective owners, directors, officers, shareholders, employees, licensors, agents and contractors (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Services, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in the Terms of Service or Privacy Policy. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

12. MANDATORY ARBITRATION, DISPUTE RESOLUTION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU AND THE PEOPLECONNECT ENTITIES EACH AGREE THAT ANY AND ALL DISPUTES (AS THAT TERM IS DEFINED BELOW) THAT HAVE ARISEN OR MAY ARISE BETWEEN YOU AND THE PEOPLECONNECT ENTITIES SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT INDIVIDUAL CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.

You and PeopleConnect and/or its parent companies, subsidiaries, affiliates, predecessors in interest, successors, or assigns and/or any and all of their respective directors, officers, employees and contractors (each a "PeopleConnect Entity" and, together, the "PeopleConnect Entities") agree to arbitrate any and all disputes and claims between them ("Dispute(s)"), except as otherwise specifically provided below. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (1) Disputes related in any way to the Website, Services, billing, privacy, the information and materials published by the PeopleConnect Entities on or through the Websites, advertising or our communications with you; (2) Disputes arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (3) Disputes that arose before your agreement to these Terms of Service or any prior agreement; (4) Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (5) Disputes that may arise after the termination of your use of the Services.

A. CONTACT US FIRST. If you intend to pursue or participate in any Dispute in arbitration or small claims court (solely to the extent specifically provided below), you must first notify us of the dispute in writing at least thirty (30) days in advance of initiating arbitration or the small claims court action (if applicable) and attempt to informally negotiate a resolution to the Dispute in good faith. Notice to us should be sent via certified mail to:

PeopleConnect, Inc., 1501 4th Avenue, Suite 400, Seattle, WA 98101, Attention: Legal Department. The notice of Dispute must: (a) include your name, address, phone number, and email address(es) used to register with or use the Services; (b) describe the nature and basis of the Dispute; (c) enclose and/or identify all relevant documents and/or information; and (d) set forth the specific relief sought. If the applicable PeopleConnect Entity and you do not reach an agreement to resolve the Dispute within thirty (30) days after the notice is received, you may commence with a formal arbitration proceeding or small claims court action (if applicable).

B. MANDATORY AND BINDING ARBITRATION PROCEDURES

YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND THE PEOPLECONNECT ENTITIES ARE FOREGOING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. ANY CONTROVERSY CONCERNING THE VALIDITY, ENFORCEABILITY, REVOCABILITY AND SCOPE OF THIS AGREEMENT TO ARBITRATE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").

1. **Rules.** The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), if applicable, as modified by this section. The AAA's rules and a form for initiating the proceeding are available at www.adr.org or by calling the AAA at [800.778.7879](tel:8007787879). The arbitration will be presided over by a single arbitrator selected in accordance with the AAA rules.
2. **Location.** Unless otherwise required by the AAA rules, the arbitration shall be held in Seattle, Washington. You and PeopleConnect may elect to have the arbitration conducted based solely on written submissions, subject to the arbitrator's discretion to require an in-person or virtual hearing. In cases where an in-person hearing is held, you or the applicable PeopleConnect Entity may attend by telephone or virtually, unless the arbitrator requires otherwise.
3. **Cost Sharing.** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement. The applicable PeopleConnect Entity will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, unless the arbitrator determines that a Dispute was filed for purposes of harassment or is patently frivolous. Reasonable documented attorneys' fees of both parties will be borne by the party that ultimately loses.
4. **Arbitrator's Decision.** The arbitrator will decide the substance of the Dispute in accordance with the laws of the state of Washington, regardless of choice of law principles, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award a party any relief or remedy that the party could have received in court in accordance with the law(s) that apply to the Dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. INDIVIDUAL ARBITRATION.

ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL DISPUTE OR CLAIM. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE PEOPLECONNECT ENTITIES DO NOT CONSENT TO CLASS ARBITRATION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. YOU ACKNOWLEDGE THAT THIS INDIVIDUAL ARBITRATION PROVISION IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ARBITRATE CLAIMS. IF ANY PORTION OF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR CANNOT BE ENFORCED, THEN THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID.

D. ARBITRATION OPT-OUT. You have the right to opt-out, for yourself and on behalf of anyone for whom you are acting as an agent, and not be bound by this arbitration provision by sending written notice of your decision to opt-out to: PeopleConnect, Inc. dba Classmates.com Arbitration Opt-Out, 1501 Fourth Avenue, Suite 400, Seattle, WA 98101. If opting out for yourself, this notice must be sent within thirty (30) days of your first use of the Services

or, if you are already a user of the Services upon initial posting of this arbitration provision, within thirty (30) days of our email notice to you of this arbitration provision. If opting out as an agent for another user, this notice must be sent within (30) days of that other user's first use of the Services or, if already a user of the Services upon initial posting of this arbitration provision, within thirty (30) days of our email notice to them of this arbitration provision. Any opt out exercised, by you for yourself or as the agent for another, within thirty (30) days of our email notice of this arbitration provision, shall only apply to claims that have arisen since the posting of this arbitration provision.

The opt-out notice must state that you do not agree to this agreement to arbitrate and must include your name, address, phone number and email address(es) used to register with or use the Services, as well as the name, address, phone number and email address(es) of any person for whom you are opting out as their agent. You and any persons for whom you are opting out as an agent on their behalf must sign the opt-out notice for it be effective. Any opt-out not received within the applicable thirty (30) day period set forth above will not be valid.

If you opt-out of the agreement to arbitrate, you and the PeopleConnect Entities agree that any Disputes will be resolved by a state or federal court located in King County, Washington, and you consent to the jurisdiction and venue of such court. Further, if you opt out of the agreement to arbitrate, you will remain bound by the Separate Class Action Waiver set forth below.

E. SEPARATE CLASS ACTION WAIVER.

Separate and apart from the agreement to arbitrate set forth above and to the maximum extent permitted by law, the parties hereby independently waive any right to bring or participate in any class action for any Disputes. **TO THE EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY BRING CLAIMS AGAINST THE PEOPLECONNECT ENTITIES ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

F. SMALL CLAIMS. You may choose to pursue your Dispute in small claims court (rather than arbitration) where jurisdiction and venue over the applicable PeopleConnect Entity and you are proper, and where your claim does not include a request for any type of equitable relief, and so long as the matter advances on an individual (non-class) basis.

G. INJUNCTIVE RELIEF. Notwithstanding anything to the contrary in the foregoing, either party may bring suit in court seeking a temporary or preliminary injunctive relief, which shall then be subject to review by the arbitrator should such party further seek permanent injunctive relief in arbitration.

H. TIME LIMIT TO PURSUE DISPUTE. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms of Service or [Privacy Policy](#) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

I. CHANGES TO ARBITRATION CLAUSE. We may make changes to this arbitration provision during the term of our Services to you. You may reject any material changes by sending us written objection within thirty (30) days of the change to PeopleConnect, Inc., dba Classmates.com 1501 Fourth Avenue, Suite 400, Seattle, WA 98101, Attention: Legal Department. By rejecting any future material change, you are agreeing to arbitrate in accordance with the unmodified language of the previous version.

13. MISCELLANEOUS TERMS

Our relationship is not one of agency or partnership and neither you nor we shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Services. While you may not assign or transfer your rights to any third party, if you use the Services on behalf or for the benefit of another, you are agreeing to the Terms of Service and the [Privacy Policy](#) on their behalf, and by using the Services affirm that you have the authority to so agree. The terms and conditions in these Terms of Service are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other provisions. If we fail to enforce any provision of these Terms of Service it shall not constitute a waiver of such provision. We may assign our rights and obligations under these Terms of Service. These Terms of Service will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms of Service, or to exercise

any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect. The Terms of Service, the [Privacy Policy](#) , and any additional terms incorporated by reference herein will be governed by the laws of the state of Washington and constitute the entire understanding between us regarding your access to, license and use of the Services and supersede any prior agreements, statements or representations with respect to the same.

You may opt out of targeted advertising by clicking the following links:

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- [DAA](#)
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